

## Broiler Agreement

THIS AGREEMENT, is made and entered into effective this       day of       by and between MBA Poultry, L.L.C. , a Nebraska limited liability company with its principle place of business in Tecumseh, Nebraska, hereinafter referred to as "MBA" and       of       hereinafter referred to as "Grower".

### WITNESSETH:

WHEREAS, Grower has constructed and in place the poultry grower barns described in Exhibit "C" to this agreement (with each building referred to as a "Unit" and with real estate and Unit(s) referred to collectively as the "Facilities") and is the owner of the Facilities located in       in the State of Iowa; and

WHEREAS, MBA owns broilers that it desires to have grown to market weights and desires to utilize the services of Grower to perform day-to-day care and feeding of MBA's broilers at the Facilities. Grower desires to accept placement of day old chicks and grow the broilers to market weight as determined by MBA. Grower desires to provide MBA with exclusive use of the Facilities for MBA's broilers during the term of this agreement and accepts responsibility for the growing of the broilers on the term set forth in this agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows;

1. Unit Specifications and Operation. The Unit(s), being 76' X 432', have a total capacity of 41,040 bird spaces (spaces determined by dividing the total number of usable square feet of mature bird (4.5#) space in the Unit(s) by .8). MBA agrees to place in Facilities a range of approximately 42,000 to 46,000 broiler chicks per Unit for contract growing as herein agreed, the range will be reflective of the seasonal changes. Grower has or shall obtain all necessary permits and authorizations to operate the Facilities (including but not limited to, all required county and local zoning approvals and all required state Department of Natural Resources (or assigned state or county agency or body) operating and water withdrawal permit(s) and shall be responsible for all costs and fees associated with the operation of the Unit(s), except as otherwise provided herein.
2. Facility Access. The Facilities shall be maintained by Grower during the term of this Agreement exclusively as a broiler grower facility for MBA's chickens. Grower agrees to permit MBA personnel to enter the Facilities at any reasonable time for inspection purposes and/or to remove MBA's broilers and agrees to grant MBA permanent access to the Facilities, including all necessary rights of ingress and egress, for a period not less than the term of this Agreement. Grower will not allow any person (other than its personnel and MBA personnel) to have access to the Facilities without prior written approval of MBA. Grower shall maintain all access roads and service lanes to and at the Facilities at all times during the year so as to allow feed truck and semi-tractor/trailer access to the Facilities without damage or delay. Grower shall be responsible for all wrecker, towing and other charges caused by Grower's failure to so maintain such access roads and service lanes.